



ENTERED
04/09/2021

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
	§	
Debtors. ¹	§	(Jointly Administered)
	§	

**ORDER (I) AUTHORIZING THE DEBTORS TO ENTER INTO
BACKSTOP COMMITMENT LETTER, (II) APPROVING ALL
OBLIGATIONS THEREUNDER, AND (III) GRANTING RELATED RELIEF**

Upon the Motion, dated March 16, 2021 (the “**Motion**”),² of Fieldwood Energy LLC and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to sections 105(a), 363, 503 and 507 of the Bankruptcy Code, and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure, and Rules 2002-1 and 9013-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Texas, for an order authorizing them to enter into the Backstop Commitment Letter and approving all obligations thereunder, in accordance with the terms of the Backstop Commitment Letter, all as more fully set forth in the Motion; and due and proper notice of the Motion having been provided; and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and this Court

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Motion.

having reviewed the Motion; and the Court having held a hearing on the Motion; and all objections to the Motion, if any, having been withdrawn, resolved, or overruled; and after due deliberation and sufficient cause appearing therefor,

IT IS FOUND AND DETERMINED THAT:³

A. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334. Consideration of the Motion and the requested relief is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The notice given by the Debtors of the Motion and the hearing with respect to the Motion constitutes proper, timely, adequate, and sufficient notice thereof and complies with the Bankruptcy Code, the Bankruptcy Rules, and applicable local rules, and no other or further notice is necessary.

C. The relief sought in the Motion is in the best interest of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein.

D. The terms and conditions of the Backstop Commitment Letter are fair, reasonable, and the best available to the Debtors under the circumstances, and the Debtors' entry into the Backstop Commitment Letter is a prudent exercise of business judgment consistent with their fiduciary duties, is based on good, sufficient, and sound business purposes and justifications, and is supported by reasonably equivalent value and consideration. The Backstop Commitment

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Rule 7052 of the Bankruptcy Rules.

Letter was extensively negotiated in good faith and at arm's length among the Debtors, the Backstop Parties, and their respective professional advisors.

E. Each of the fees, premiums, and expenses provided for or permitted by the Backstop Commitment Letter (including the Backstop Commitment Premium, the New Money Warrants, the Alternative Transaction Premium, the Indemnification Obligations, and the Expense Reimbursement) is reasonable and warranted on the terms set forth in the Backstop Commitment Letter in light of, among other things, (i) the significant benefit to the Debtors' estates of having definitive and binding equity commitments to fund the Debtors' proposed chapter 11 plan and (ii) the substantial time, effort, and costs incurred by the Backstop Parties in negotiating and documenting the Backstop Commitment Letter and the Credit Bid Purchase Agreement.

F. The amount and terms and conditions of each of the fees, premiums, and expenses provided for or permitted by the Backstop Commitment Letter (including the Backstop Commitment Premium, the New Money Warrants, the Alternative Transaction Premium, the Indemnification Obligations and the Expense Reimbursement) are bargained-for and integral parts of the consideration exchanged under the Backstop Commitment Letter and, without such inducements, the Backstop Parties would not have agreed to the terms and conditions of the Backstop Commitment Letter. Accordingly, the foregoing transactions are reasonable and enhance the value of the Debtors' estates.

G. The entry into the Backstop Commitment Letter by the parties thereto, and the performance and fulfillment of their respective obligations thereunder, do not constitute the solicitation of a vote on a chapter 11 plan and comply with the Bankruptcy Code and any and all other applicable statutes, laws, regulations, or orders.

H. All parties in interest have been afforded a reasonable opportunity to object and be heard with respect to the Motion and the Backstop Commitment Letter and all of the relief granted herein.

I. The Backstop Commitment Letter and all accompanying relief requested in the Motion serve to maximize estate value for the benefit of all the Debtors' stakeholders and parties in interest, and are otherwise in the best interests of the Debtors, their estates, creditors, and all parties in interest and the legal and factual bases set forth in the Motion establish just cause for the relief granted herein.

ACCORDINGLY, IT IS HEREBY ORDERED THAT

1. The Debtors are authorized, pursuant to sections 105(a), 363, 503 and 507 of the Bankruptcy Code, and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure, and Rule 2002-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Texas, to enter into the Backstop Commitment Letter and any and all instruments, documents, and papers contemplated thereunder and to fully perform all of their obligations thereunder.

2. All objections to the Motion, or the relief requested therein, if any, that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are overruled with prejudice.

3. The Backstop Commitment Letter and the provisions of this Order, including all findings herein, shall be effective, binding and enforceable upon all parties in interest in these chapter 11 cases, including, without limitations, all creditors of any of the Debtors, any statutory or other committee appointed, the Debtors and their respective successors and assigns, including any trustee hereinafter appointed or elected for any of the Debtors such as the Plan

Administrator, a responsible person, officer, or any other party appointed as a legal representative or designee of any of the Debtors or with respect to the property of the Debtors' estates, whether in these chapter 11 cases, any successor chapter 11 or chapter 7 cases, or upon dismissal of any such cases, and shall inure to the benefit of the Backstop Parties and the Debtors and their respective successors and assigns.

4. The Backstop Commitment Letter and the terms and provisions included therein are approved in their entirety. The failure to describe specifically or include any particular provision of the Backstop Commitment Letter or related documents in the Motion or this Order shall not diminish or impair the effectiveness of such provision.

5. The Debtors are authorized to execute, deliver, and perform under one or more amendments, waivers, consents, or other modifications to and under the Backstop Commitment Letter, from time to time as necessary or appropriate in each case subject to the terms and provisions of the Backstop Commitment Letter and to the extent such amendments are consistent with the Plan and the Restructuring Support Agreement, without further order of this Court.

6. The consideration, fees, premiums, and expenses provided for or permitted by the Backstop Commitment Letter (including the Backstop Commitment Premium, the New Money Warrants, the Alternative Transaction Premium, the Indemnification Obligations, and the Expense Reimbursement) are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity.

7. The Expense Reimbursement, Indemnification Obligations, and the Alternative Transaction Premium are actual and necessary costs of preserving the Debtors' estates and shall constitute allowed administrative expense claims under sections 503(b) and 507 of the Bankruptcy Code.

8. The Debtors are authorized to pay the Expense Reimbursements, the Indemnification Obligations, and the Alternative Transaction Premium in accordance with the terms of and as and when required by the Backstop Commitment Letter without further application to or order of this Court.

9. NewCo is authorized to pay, or cause to be paid, the Backstop Commitment Premium in the form of New Equity Interests and to issue, or cause to be issued, the New Money Warrants, each in accordance with the terms of and as required by the Backstop Commitment Letter, and without further application to or order of this Court.

10. The Alternative Transaction Premium, the Expense Reimbursement and the Indemnification Obligations shall not be discharged, modified, or otherwise affected by any chapter 11 plan of the Debtors nor shall any of such amounts be required to be disgorged upon the reversal or modification on appeal of this Order.

11. To the extent the automatic stay provisions of section 362 of the Bankruptcy Code would otherwise apply, such provisions are vacated and modified to effectuate all of the terms and provisions of the Backstop Commitment Letter and this Order, including, without limitation, permitting the Backstop Parties to exercise all rights and remedies under the Backstop Commitment Letter in accordance with its terms, terminate the Backstop Commitment Letter in accordance with its terms, and deliver any notice contemplated thereunder, in each case, without further order of the Court.

12. The failure of the Debtors or any Backstop Party to seek relief or otherwise exercise its rights and remedies under this Order, the Backstop Commitment Letter, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the Debtors or the Backstop Parties, except to the extent specifically provided in the Backstop Commitment Letter.

13. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

14. Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

15. Except in cases where the Backstop Commitment Letter explicitly contemplates a separate Court order, the Debtors are hereby authorized and empowered to take all actions, execute all documents, and make all payments that may be necessary to perform under the Backstop Commitment Letter and implement the relief granted in this Order, and such actions shall not constitute a solicitation of acceptances or rejections of a plan pursuant to section 1125 of the Bankruptcy Code.

16. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Signed: April 09, 2021


Marvin Isgur
United States Bankruptcy Judge

United States Bankruptcy Court
Southern District of Texas

In re:
Fieldwood Energy LLC
The Official Committee of Unsecured Cred
Debtors

Case No. 20-33948-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Apr 09, 2021

User: LinhthuDo
Form ID: pdf002

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Total Noticed: 116

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 11, 2021:

Recip ID	Recipient Name and Address
db	+ Bandon Oil and Gas GP, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Bandon Oil and Gas, LP, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Dynamic Offshore Resources NS, LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ FW GOM Pipeline, Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Energy SP LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Offshore LLC, 2000 W. Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood Onshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Fieldwood SD Offshore LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ GOM Shelf LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Pipeline LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
db	+ Galveston Bay Processing LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
aty	+ Charles M Rush, 202 Magnate Drive, Lafayette, LA 70508-3830
aty	+ Clark Hill Strasburger, Attn: Duane J. Brescia, 720 Brazos, Suite 700, Austin, TX 78701-2531
aty	+ Darryl T. Landwehr, 935 Gravier Street, Suite 835, New Orleans, LA 70112-1727
aty	+ Emile Joseph, Jr., Allen & Gooch, P O Box 81129, Lafayette, LA 70598-1129
aty	+ Peter J. Segrist, Carver Darden et al, 1100 Poydras St., Ste 3100, New Orleans, LA 70163-1102
aty	+ Petro Amigos Supply, Inc., c/o Wayne Kitchens, Total Plaza, 1201 Louisiana, 28th Floor, Houston, TX 77002-5607
aty	+ Ronald Savoie, Jackson & Jackson, P.L.L.C., 111 Founders Drive, Suite 400, Baton Rouge, LA 70810-8959
cr	+ A2D TECHNOLOGIES, INC. D/B/A TGS GEOLOGICAL PRODUC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756
cr	+ Aker Solutions Inc., Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-4037
cr	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern, PA 19355-0701
cr	+ Anahuac Independent School District, c/o Owen M. Sonik, 1235 North Loop West, Houston, TX 77008-1758
cr	+ Ankor E&P Holdings Corporation, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
cr	+ Ankor Energy LLC, c/o Looper Goodwine P.C., Attn: Paul J. Goodwine, 650 Poydras Street, Suite 2400, New Orleans, LA 70130-6171
intp	+ Apache Corporation, Hunton Andrews Kurth LLP, Attn: Robin Russell, 600 Travis Street, Suite 4200 Houston, TX 77002-2929
cr	+ Archrock Services, LP, 16666 North Chase Dr., Houston, TX 77060-6014
cr	+ Aspen American Insurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629
intp	+ BP Exploration & Production Inc., c/o Shari L. Heyen, Greenberg Traurig, LLP, 1000 Louisiana Street, Suite 1700, Houston, TX 77002-5001
cr	+ Bay City Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
cr	+ Bedrock Petroleum Consultants, LLC, c/o Bradley, Attn: James B. Bailey, 1819 Fifth Avenue North, Birmingham, AL 35203-2120
cr	+ Brian Cloyd, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659
cr	+ Broussard Brothers, Inc., 501 S. Main St., Abbeville, LA 70510, US 70510-6508
cr	+ C-Dive, L.L.C., c/o Leann O. Moses, 1100 Poydras Street, Suite 3100, New Orleans, LA 70163-1102
cr	CETCO Energy Services Company, LLC, c/o Rudy Urban, Credit Manager, Cetco Energy Services., LLC, 635 Brake Ridge Court, Seymour, TN 37865
cr	+ Callon Petroleum Company, 2000 W. Sam Houston Parkway S., Suite 2000, Houston, TX 77042, UNITED STATES 77042-3622
cr	+ Chambers County, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772
cr	+ Claboryan Lewis, Broussard & David, 557 Jefferson street, Lafayette, LA 70501-6905
cr	+ Colorado County, c/o John T. Banks, 3301 Northland Drive, Ste. 505, Austin, TX 78731-4954
cr	+ ConocoPhillips Company, c/o Locke Lord LLP, c/o Bradley C. Knapp, 601 Poydras Street, Suite 2660 New Orleans, LA 70130-6032

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Date Rcvd: Apr 09, 2021

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Total Noticed: 116

cr + Core Industries, Inc., PO Box 350, Mobile, AL 36601-0350

cr Cortex Business Solutions USA LLC, c/o Sprouse Law Firm, 901 Mopac Expressway South, Building 1, Suite 300 Austin, TX 78746

cr + DLS, LLC, P.O. Box 309, Lydia, LA 70569-0309

cr + DeepSea Quality Consulting, Inc., c/o Ben L. Aderholt, Coats Rose, P.C., 9 Greenway, Suite 1000 Houston, TX 77046-0900

cr + Dickinson Independent School District, c/o Owen M. Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Discovery Gas Transmission LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Diversified Well Logging, LLC, C/O Dore Rothberg McKay, PC, 17171 Park Row, Suite 160, Houston, TX 77084-4927

cr + Duane Landry, 105 Wild Iris Drive, Evangeline, LA 70537-3203

cr + EOG Resources, Inc., c/o Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton St., Ste 1000, Fort Worth, TX 76102-3727

cr + EnVen Energy Ventures, LLC, 609 Main Street, Suite 3200, Houston, TX 77002-3276

cr + Everest Reinsurance Company, c/o Randall A. Rios, Husch Blackwell LLP, 600 Travis Street, Suite 2350, Houston, TX 77002-2629

cr + Genesis Energy, L.P., 919 Milam, Ste. 2100, Houston, TX 77002-5417

cr Gibson Applied Technology & Enginnering, 1630 Park Ten Place, Suite 206, Houston, TX 77084

cr + Gulfstar One LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

intp + Helis Oil & Gas Company, LLC, c/o J. David Forsyth, 400 Poydras Street, Suite 2550, New Orleans, LA 70130-3292

cr + Ignition Systems & Controls, Inc., c/o Todd Barron Thomason Hudman & Bebout, Attn: Rafael Rodriguez, 3800 E. 42nd Street, Suite 409, Odessa, TX 79762-5928

cr + JX Nippon Oil Exploration (U.S.A.) Limited, c/o GIEGER, LABORDE & LAPEROUSE, L.L.C., 5151 SAN FELIPE, SUITE 750, Houston, TX 77056-3646

intp + Jackson Walker LLP, c/o Bruce J. Ruzinsky, 1401 McKinney Street, Suite 1900, Houston, TX 77010-1900

cr + LLOG Exploration Company, LLC, c/o Looper Goodwine P.C., 650 Poydras Street, Suite 2400, Attn: Paul J. Goodwine, New Orleans, LA 70130-6171

cr + Lewis Andrews, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659

cr + Lexon Insurance Company and Endurance American Ins, Harris Beach PLLC, c/o Lee E. Woodard, Esq., 333 West Washing St., Ste. 200, Syracuse, NY 13202-5202

cr + Lexon Insurance Company, Ironshore Indemnity Inc., Harris Beach PLLC, c/o Lee E. Woodard, 333 West Washington Street, Suite 200 Syracuse, NY 13202-5202

cr + Macquarie Corporate and Asset Funding Inc., c/o John M. Castillo, 130 E Travis Street, Suite 350, San Antonio, TX 78205-1784

cr + Magnum Mud Equipment Co., Inc., Post Office Box 4258, Houma, LA 70361, UNITED STATES 70361-4258

cr + Marathon Oil Company, c/o Clay M. Taylor, Bonds Ellis Eppich Schafer Jones LLP, 420 Throckmorton Street, Suite 1000, Fort Worth, TX 76102-3727

cr + Martin Energy Services LLC, c/o Robert P. Franke, Clark Hill Strasburger, 901 Main St., Suite 6000, Dallas, TX 75202-3748

cr + McMoran Oil & Gas LLC, 1615 Poydras Street, Suite 600, New Orleans, LA 70112-1238

cr + Merit Energy Company, Locke Lord Bissell & Liddell LLP, Attn: Philip Eisenberg, 600 Travis Street, Suite 3400 Houston, TX 77002-2926

cr #+ Milorad Raicevic, 3701 Kirby Drive, Suite 1000, Houston, TX 77098-3928

cr + Noble Energy, Inc., c/o Andrews Myers, PC, 1885 Saint James Place, 15th Floor, Houston, Tx 77056-4175

cr + Patrick Burnett, c/o Cain & Skarnulis LLP, 400 W. 15th Street, Suite 900, Austin, TX 78701-1659

op + Prime Clerk LLC, One Grand Central Place, 60 East 42nd Street, Suite 1440, New York, NY 10165-1446

intp Railroad Commission of Texas, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548, Austin, TX 78711-2548

cr + Red Willow Offshore, LLC, c/o Barnet B. Skelton, Jr., 815 Walker, Suite 1502, Houston, TX 77002-5832

cr + Regis Southern, c/o Reese Baker, 950 Echo Lane Ste 300, Houston, TX 77024-2824

cr + SBM Gulf Production LLC, c/o Ken Green, Snow Spence Green LLP, P O Box 549, Hockley, TX 77447-0549

cr + Seitel Data, Ltd., c/o Duane J. Brescia, Clark Hill Strasburger, 720 Brazos, Suite 700, Austin, TX 78701-2531

cr + Sheldon Independent School District, c/o Owen M. Sonk, PBFCM, LLP, 1235 N. Loop W., Suite 600, Houston, TX 77008-1772

cr + Sheldon Independent School District, et al, c/o Owen M. Sonik, PBFCM, LLP, 1235 N. Loop W., Ste 600, Houston, TX 77008-1772

cr + Shell Offshore, Inc., 200 N. Dairy Ashford, Houston, TX 77079-1101

cr + Shell Oil Company, c/o Sara M. Keith, 150 N. Dairy Ashford Rd., Building F, Houston, TX 77079-1128

cr + Solar Turbines Incorporated, 100 N.E. Adams, Peoria, IL 61629-0001

cr + Superior Performance, Inc., c/o S. Mayer Law, P.O. Box 6542, Houston, TX 77265, UNITED STATES 77265-6542

intp + TC Oil Louisiana, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + TETRA Technologies, Inc., Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, c/o Zachary McKay, Houston, TX 77084-4927

cr + TGS AP Investments AS, c/o Andrew A Braun, Geiger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139-7756

cr + TGS-NOPEC Geophysical Company, c/o Andrew A Braun, Gieger, Laborde & Laperouse, LLC, Suite 4800, 701 Poydras St., New Orleans, LA 70139 US 70139-7756

cr + TGS-NOPEC Geophysical Company ASA, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

intp + Tana Exploration Company, LLC, c/o Wick Phillips Attn: Jason Rudd, 3131 McKinney Ave., Suite 100, Dallas, TX 75204-2430

cr + Tetra Applied Technologies, Inc., c/o Zachary S. McKay, Dore Rothberg McKay, P.C., 17171 Park Row, Suite 160, Houston, TX 77084-4927

intp Texas General Land Office, c/o Office of the Attorney General, Bankruptcy & Collections Division, P. O. Box 12548 MC-008, Austin, TX 78711-2548

cr + Transcontinental Gas Pipe Line Company, LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

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User: LinhthuDo

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Total Noticed: 116

cr + Trendsetter Engineering, Inc., 10430 Rodgers Road, Houston, TX 77070, UNITED STATES 77070-1642

cr + Trinity Bay Conservation District, c/o Owen M.Sonik, 1235 North Loop West Suite 600, Houston, TX 77008-1772

cr + Trunkline Field Services LLC, 1300 Main Street, Houston, TX 77002-6803

cr + U.S. Specialty Insurance Company, c/o Locke Lord LLP, ATTN: Philip Eisenberg, 600 Travis Street, Suite 2800, Houston, TX 77002-2914

cr Universal Equipment, Inc., c/o Christopher J. Piasecki, Davidson Meaux, Post Office Box 2908, Lafayette, La 70502-2908

cr + Valaris plc, Matthew D. Cavanaugh, Jackson Walker LLP, 1401 McKinney Street, Suite 1900 Houston, TX 77010-1900

cr + WFS Liquids LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + West Cameron Dehydration Company, L.L.C., 1300 Main Street, Houston, TX 77002-6803

cr + Westerngeco LLC, c/o Andrew A Braun, Gieger Laborde & Laperouse, LLC, Suite 4800, 701 Poydras Street, New Orleans, LA 70139 US 70139-7756

cr + Williams Field Services-Gulf Coast Company LLC, c/o Steven W. Soule, Hall, Estill, et al., 320 South Boston Avenue, Suite 200 Tulsa, OK 74103-3705

cr + Zurich American Insurance Company, c/o Duane Brescia, 720 Brazos Street, Suite 700, Austin, TX 78701-2531

TOTAL: 104

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: bnkatty@aldineisd.org	Apr 09 2021 19:59:00	Aldine ISD, Legal Department, 2520 WWThorne Dr., Houston, TX 77073-3406
cr	+ Email/Text: SPECK@LAWLA.COM	Apr 09 2021 19:59:00	Atlantic Maritime Services, LLC, c/o Stewart F. Peck, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130, UNITED STATES 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 09 2021 19:57:00	Cypress-Fairbanks ISD, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, Tx 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Apr 09 2021 19:59:00	Deligans Valves, Inc., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 09 2021 19:57:00	Galveston County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 09 2021 19:57:00	Harris County, Linebarger Goggan Blair & Sampson LLP, C/O John P. Dillman, PO Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: BKADDEN@LAWLA.COM	Apr 09 2021 19:59:00	Heartland Compression Services, L.L.C., c/o Benjamin W. Kadden, Lugenbuhl Wheaton Peck Rankin & Hubbard, 601 Poydras Street, Suite 2775, New Orleans, LA 70130-6041
cr	+ Email/Text: bankruptcy@islandoperating.com	Apr 09 2021 19:58:00	Island Operating Company Inc, 770 S Post Oak Lane, Suite 400, Houston, TX 77056-6666
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 09 2021 19:57:00	Jefferson County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, P.O. Box 3064, Houston, TX 77253-3064
cr	Email/Text: houston_bankruptcy@LGBS.com	Apr 09 2021 19:57:00	Matagorda County, Linebarger Goggan Blair & Sampson LLP, c/o John P. Dillman, Post Office Box 3064, Houston, TX 77253-3064
cr	+ Email/Text: pwp@pattiprewittlaw.com	Apr 09 2021 19:57:00	Plains Gas Solutions, c/o Law Ofc Patricia Williams Prewitt, 10953 Vista Lake Ct., Navasota, TX 77868, UNITED STATES 77868-6981
cr	Email/Text: ar@supremeservices.com	Apr 09 2021 19:56:00	Supreme Service & Specialty Co. Inc., Attn: Freddy Bourgeois, 204 Industrial Ave. C, Houma, LA 70363

TOTAL: 12

District/off: 0541-4
Date Rcvd: Apr 09, 2021

User: LinhthuDo
Form ID: pdf002

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Total Noticed: 116

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		2M Oilfield Group Inc.
cr		A-Port LLC
cr		AGGREKO, LLC
cr		AGI Industries Inc
cr		AGI Packaged Pump Systems
cr		Acadian Contractors, Inc
cr		Ad Hoc Group of Secured Lenders
cr		Archrock Partners Operating, LLC and Archrock Serv
cr		Aubrey Wild
cr		Berkley Insurance Company
cr		CCG Services (U.S.) Inc.
cr		CNOOC Petroleum Offshore U.S.A. Inc.
cr		CTD Legacy LLC
intp		Cantor Fitzgerald Securities, as DIP Agent
cr		Chevron U.S.A. Inc.
cr		Cortland Capital Market Services LLC
cr		Cox Oil, LLC, Cox Operating LLC, Energy XXI GOM, L
cr		Deep Sea Development Services, Inc., 19219Katy Freeway, Suite 260, Houston, UNITED STATES
cr		Derrick Daniels
cr		Diamond Oil Field Supply Inc
cr		Diverse Safety & Scaffolding, LLC
intp		Ecopetrol America LLC
cr		Ecopetrol America LLC
cr		Edward Randall, Individually and as Representative
intp		Eni Petroleum US LLC
intp		Eni US Operating Co. Inc.
cr		ExxonMobil Corporation
intp		Facilities Consulting Group, LLC
cr		Florida Gas Transmission Company, LLC
cr		Goldman Sachs Bank USA
cr		HB Rentals, LC
cr		HCC International Insurance Company PLC
cr		HHE Energy Company
cr		Halliburton Energy Services, Inc.
cr		Hess Corporation
cr		Hunt Oil Company, Chieftain International (U.S.) L
cr		ITC Global, Inc.
cr		Infinity Valve & Supply LLC
cr		Intracoastal Liquid Mud, Inc., UNITED STATES
intp		Kilgore Marine
cr		LLOG Energy, L.L.C.
cr		LLOG Exploration Offshore, L.L.C.
cr		Lavaca County
cr		Liberty Mutual Insurance Company
cr		Linear Controls, Inc.
cr		Live Oak CAD
cr		Louisiana Safety Systems, Inc.
intp		Manta Ray Offshore Gathering Company, L.L.C.
cr		Moodys Investors Service, Inc.
cr		Multiklient Invest AS
cr		NOV Process & Flow Technologies US, Inc.
cr		National Oilwell Varco, L.P.
intp		Nautilus Pipeline Company, L.L.C.
cr		North American Specialty Insurance Company
cr		Oceaneering International Inc.
cr		Oil States Energy Services, LLC
cr		Partco, LLC

District/off: 0541-4
Date Rcvd: Apr 09, 2021

User: LinhthuDo
Form ID: pdf002

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Total Noticed: 116

cr		Philadelphia Indemnity Insurance Company
cr		Process Piping Materials, Inc.
cr		R360 Environmental Solutions, LLC
intp		RLI Insurance Company
cr		Renaissance Offshore, LLC
cr		Republic Helicopters, Inc.
cr		Ridgewood Energy Corporation
cr		Rio Grande City CISD
cr		SLTL Ad Hoc Committee
cr		SM Energy Company
cr		Samson Contour Energy E & P, LLC
cr		Samson Offshore Mapleleaf, LLC
cr		Sea Robin Pipeline Company, LLC
cr		Shell GOM Pipeline Company, LLC
cr		Shell Pipeline, LLC
cr		Sirius America Insurance Company
cr		Starr County
cr		State of Louisiana, Department of Natural Resource
cr		Stingray Pipeline Company, LLC
intp		Subsea 7 LLC
cr		Superior Energy Services, L.L.C.
cr		Talos Energy Inc.
cr		Talos Energy LLC
cr		The Hanover Insurance Company
cr		The Official Committee of Unsecured Creditors
cr		Toys O'Neil
cr		Travelers Casualty and Surety Company of America
cr		Trunkline Gas Company, LLC
cr		U.S. Department of the Interior
cr		Valero Marketing and Supply Company
cc		Valero Marketing and Supply Company
cr		W&T Offshore, Inc.
cr		Warrior Energy Services Corporation
cr		Wild Well Control, Inc.
cr		Workstrings International, LLC
cr		XH LLC
cr		XL Specialty Insurance Co
cr		XL Systems, L.P.
cr		XTO Energy, Inc.
cr		XTO Offshore, Inc.
db	*+	Fieldwood Energy Inc., 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623
cd	*+	Fieldwood Energy LLC, 2000 W Sam Houston Pkwy S, Suite 1200, Houston, TX 77042-3623

TOTAL: 97 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 11, 2021

Signature: /s/Joseph Speetjens